



TO: John McDonough, City Manager

FROM: Garrin M. Coleman, P.E., Public Works Director

DATE: March 6, 2017 for Submission onto the Consent Agenda of the March 21, 2017 City Council Meeting

ITEM: Acceptance of an Agreement to Purchase Real Estate (Right of Way) and Temporary Construction Easement

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Real Estate (Right of Way) and Temporary Construction Easement on that tract or parcel of land lying and located in Land Lot 89 of the 17th District, Fulton County, Georgia. The property, as shown in the attached exhibits, is owned by Alderwoods (Georgia), LLC, and is the Sandy Springs Chapel site located at 136 Mt. Vernon Highway at the intersection of Mt. Vernon Highway and Sandy Springs Circle.

Background:

The acquisition of 1,367.00 square feet of Fee Simple Right of Way and 811.00 square feet of Temporary Construction Easement on the Alderwoods (Georgia) LLC property is necessary in order to construct the City Springs Roadway Improvements Project at the intersection of Mt. Vernon Highway and Sandy Springs Circle. The project is nearly complete as the owners have graciously allowed the City to construct the project while the details of a settlement could be reached. It is now time to finalize the agreement and close the acquisition process.

Discussion:

Staff was able to negotiate an amicable agreement with the owners for the purchase of the right of way and temporary construction easement which included mitigation for loss of landscaping, hardscaping and irrigation that was in the direct path of a retaining wall. An appraisal of Fair Market Value was performed by an independent fee appraiser and it has been determined that the settlement is supported by the appraisal.

Alternatives:

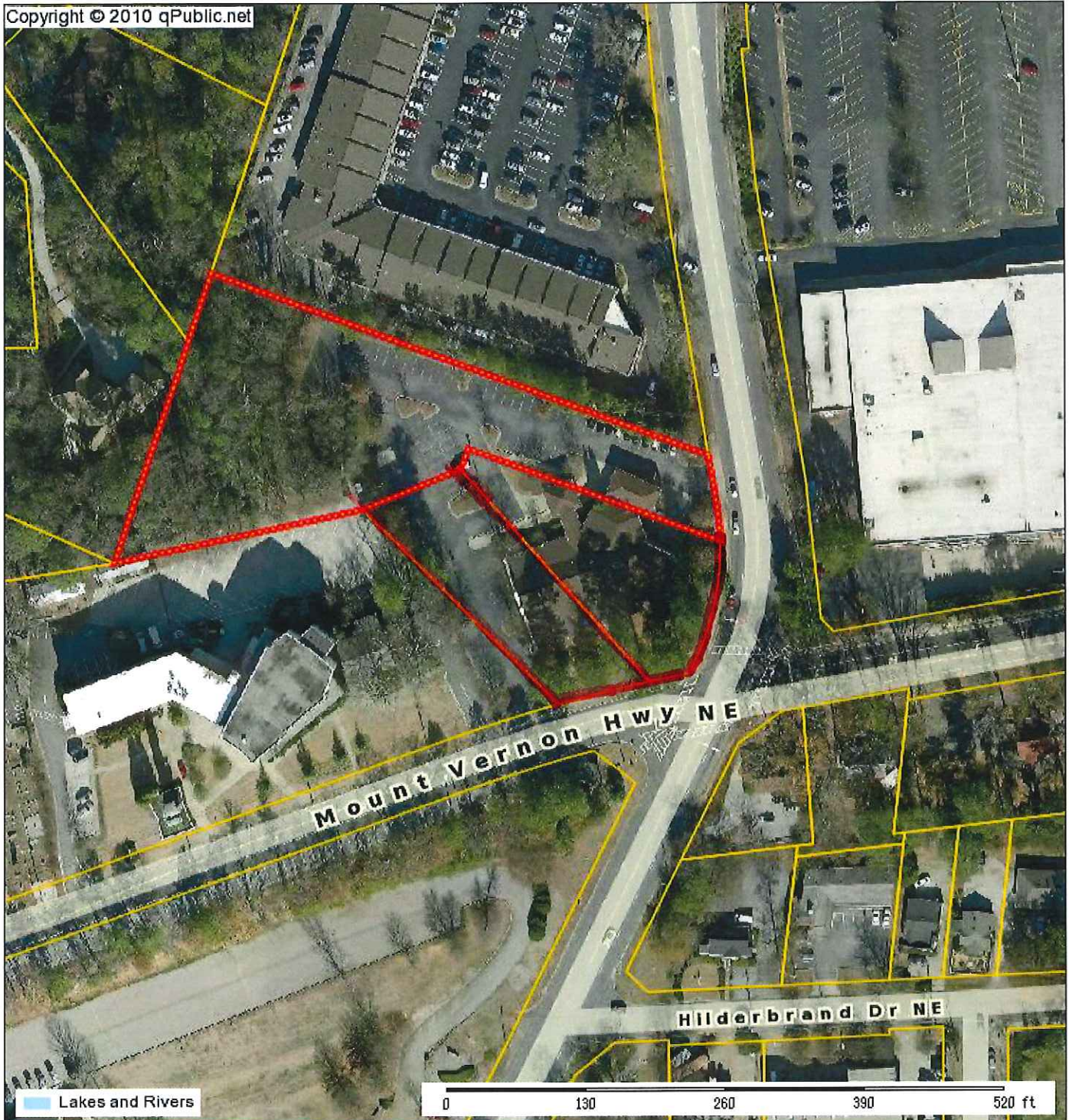
N/A

Financial Impact:

The agreed upon settlement amount of \$50,492.00 is supported by an appraisal of fair market value.

Attachments:

- I. Exhibits
 -) Aerial and GIS Maps
 -) Executed Agreement Easement Document with Attachments
- II. Resolution



Fulton County Assessor

Parcel: 17 0089 LL0074 Acres: 1.54

Name:	SANDY SPRINGS CHAPEL INC	Land Value:	1036400
Site:	107 SANDY SPRINGS CIR	Building Value:	43600
Sale:		Misc Value:	
Mail:	P.O. BOX 130548 HOUSTON, TX 77219-0548	Total Value:	1080000



Fulton County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

Date printed: 03/07/17 : 10:40:09

Fulton County Assessor			
Parcel: 17 0089 LL0603 Acres: 0.5475			
Name:	SANDY SPRINGS CHAPEL INC	Land Value:	383300
Site:	136 MOUNT VERNON HWY	Building Value:	29700
Sale:		Misc Value:	
Mail:	250 H ST PMB 6128 BLAINE, WA 98230-4018	Total Value:	413000

Name:	SANDY SPRINGS CHAPEL INC	Land Value:	383300
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Date printed: 03/07/17 : 10:44:31

A map of Fulton, Georgia, with the city's street grid shown in orange. The Fulton County Courthouse is marked with a red square in the central part of the city. The word "Fulton" is printed in black text below the courthouse location.

**AGREEMENT TO PURCHASE REAL ESTATE (RIGHT OF WAY) & TEMPORARY
CONSTRUCTION EASEMENT**

PROJECT #: City Springs Project
PARCEL: Sandy Springs Chapel, Inc.
TAX ID#s: 17-0089 LL-007-4; 17-0089- LL-059-5
17-0089- LL-060-3

STATE OF GEORGIA, FULTON COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, Alderwoods (Georgia), LLC ("Alderwoods") grants to the City of Sandy Springs, GA ("City"), an option to acquire the following described real estate:

Right of Way and Temporary Construction Easement rights through a certain portion of that tract or parcel of land located in Land Lot 89 of the 17th District, of Fulton County, Georgia, with an address of 136 Mt. Vernon Highway, Sandy Springs, GA 30328, and being more particularly described on Exhibit "A" and Exhibit "B" attached hereto and made a part hereof by reference.

For the sum of \$50,492.00, Alderwoods agrees to execute and deliver to the City fee simple title and a temporary construction easement to a certain portion of the land owned by Alderwoods as reflected on the attached Exhibit "A" and Exhibit "B".

* * * * *

The following conditions are imposed upon the grant of this option:

- 1) The consideration recited is full payment for the rights conveyed.

1,367.00
811.00

Square Feet of Fee Simple Right of Way
Square Feet of Temporary Construction Easement

- 2) The Temporary Construction Easement will terminate upon completion of the work in the easement area or two (2) years from the signing date of the Temporary Construction Easement, whichever occurs earliest.
- 3) Special Provisions as listed on Exhibit "C", which is attached hereto and incorporated herein by reference.
- 4) City hereby releases Alderwoods, its owners and affiliates and all of their respective employees, officers, directors, successors, subsidiaries, parents, representatives, assigns and agents from any and all liabilities, damages, losses or expenses arising out of or relating to such activities that are to be performed on Alderwoods' property pursuant to this Agreement.

(SIGNATURES TO FOLLOW ON FOLLOWING PAGE)

In Witness Whereof, we have set our hands and seals this 27TH day of FEBRUARY, 2017.

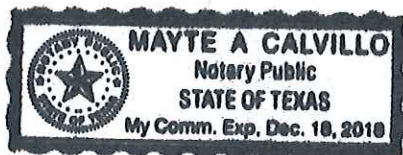
Signed, Sealed and Delivered in
the in the presence of:

[Signature]
Witness

ALDERWOODS (GEORGIA), LLC

By: [Signature] (SEAL)
Name: MICHAEL C. DECELL
Title: VICE PRESIDENT

[Signature]
Notary Public



CITY OF SANDY SPRINGS, GEORGIA (City)

Signature

Name

Title

City Clerk

[SEAL]

EXHIBIT "A"

1 OF 2

Alderwoods (Georgia), LLC

REQUIRED RIGHT-OF-WAY

LEGAL DESCRIPTION

ALL that tract or parcel of land lying and being in Land Lot 89 of the 17th District, City of Sandy Springs, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a point at the intersection of the northwesterly right-of-way line of Sandy Springs Circle (variable right-of-way and 40' from centerline at this point) and the northerly right-of-way line of Mt. Vernon Hwy. (variable right-of-way and 40' from centerline at this point), said point being the TRUE POINT OF BEGINNING; thence along the northerly right-of-way line of Mt. Vernon Hwy. along the arc of a curve to the left a distance of 9.66 feet, said curve having a radius of 935.29 feet and being subtended by a bearing of South 80 degrees 20 minutes 25 seconds West a chord distance of 9.66 feet to a point at the proposed new right-of-way line of Sandy Springs Circle (48' from centerline at this point); thence leaving said right-of-way line of Mt. Vernon Hwy. and proceeding along the proposed new right-of-way line of Sandy Springs Circle, along the arc of a curve to the left a distance of 133.44 feet, said curve having a radius of 255.72 feet and being subtended by a bearing of North 10 degrees 03 minutes 32 seconds East a chord distance of 131.93 feet to a point; thence continuing along said proposed new right-of-way line and along a right-of-way jog, South 72 degrees 13 minutes 01 seconds East a distance of 4.33 feet to a point, said point being 44' from centerline at this location; thence continuing along said proposed new right-of-way line along an arc of a curve to the left a distance of 20.44 feet, said curve having a radius of 259.72 feet and being subtended by a bearing of North 06 degrees 46 minutes 35 seconds West a chord distance of 20.43 feet to a point; thence continuing along said proposed new right-of-way line North 09 degrees 01 minutes 51 seconds West a distance of 59.07 feet to a point on the southwesterly property line of property owned now or formerly by Sandy Springs Partners, LLC; thence leaving said proposed new right-of-way line and proceeding along said property line South 71 degrees 43 minutes 01 seconds East a distance of 4.50 feet to a point on the existing right-of-way line of Sandy Springs Circle (variable right-of-way and 40' from centerline at this point; thence leaving said property line and proceeding along said right-of-way line of Sandy Springs Circle South 09 degrees 01 minutes 51 seconds East a distance of 57.01 feet to a point; thence continuing along said right-of-way line along an arc of a curve to the right a distance of 151.18 feet, said curve having a radius of 263.72 feet and being subtended by a bearing of South 07 degrees 23 minutes 30 seconds West a chord distance of 149.12 feet to a point at the intersection of the northerly right-of-way line of Mt. Vernon Hwy. and the northwesterly right-of-way line of Sandy Springs Circle and the TRUE POINT OF BEGINNING.

Said parcel containing 1,367 square feet or 0.0314 acres and being shown on a Right-of-Way Dedication drawing for Sandy Springs Chapel, Inc., by Long Engineering, Inc., dated March 30, 2016.

EXHIBIT "A"

2 OF 2

Alderwoods (Georgia), LLC
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

ALL that tract or parcel of land lying and being in Land Lot 89 of the 17th District, City of Sandy Springs, Fulton County, Georgia, and being more particularly described as follows:

To arrive at the Point of Beginning, COMMENCE at a point at the intersection of the northwesterly right-of-way line of Sandy Springs Circle (variable right-of-way and 40' from centerline at this point) and the northerly right-of-way line of Mt. Vernon Hwy. (variable right-of-way and 40' from centerline at this point), thence in a westerly direction along the northerly right-of-way line of Mt. Vernon Hwy. along the arc of a curve to the left a distance of 9.66 feet, said curve having a radius of 935.29 feet and being subtended by a bearing of South 80 degrees 20 minutes 25 seconds West a chord distance of 9.66 feet to a point at the proposed new westerly right-of-way line of Sandy Springs Circle (48' from centerline at this point), said point being the TRUE POINT OF BEGINNING.

Thence from said TRUE POINT OF BEGINNING; continue in a westerly direction along the northerly right-of-way line of Mt. Vernon Hwy. along the arc of a curve to the left a distance of 7.39 feet, said curve having a radius of 935.29 feet and being subtended by a bearing of South 79 degrees 49 minutes 06 seconds West a chord distance of 7.39 feet to a point; thence leaving said right-of-way line and proceeding in a northerly direction along the arc of a curve to the left a distance of 137.08 feet, said curve having a radius of 249.72 feet and being subtended by a bearing of North 10 degrees 15 minutes 32 seconds East a chord distance of 135.36 feet to a point on a boundary line dividing 2 parcels both owned now or formerly by Sandy Springs Chapel, Inc.; thence in a southeasterly direction along said boundary line South 72 degrees 13 minutes 01 seconds East a distance of 6.52 feet to a point on the proposed new westerly right-of-way line of Sandy Springs Circle (variable right-of-way and 48' from centerline at this location); thence leaving said boundary line and proceeding along said proposed new right-of-way line in a southerly direction along the arc of a curve to the right a distance of 133.44 feet, said curve having a radius of 255.72 feet and being subtended by a bearing of South 10 degrees 03 minutes 32 seconds West a chord distance of 131.93 feet to a point on the northerly right-of-way line of Mt. Vernon Hwy. (variable right-of-way and 40' from centerline at this location) and the TRUE POINT OF BEGINNING.

Said parcel containing 811 square feet or 0.0186 acres and being shown on a Right-of-Way Dedication drawing for Sandy Springs Chapel, Inc., by Long Engineering, Inc., dated March 30, 2016.

EXHIBIT "C"

SPECIAL PROVISIONS

1. Required Right of Way will be conveyed via a Special Warranty Deed in the same form as attached hereto as Exhibit "D".
2. Temporary Construction Easement to be granted via a temporary easement document in the same form as per attached Exhibit "E".
3. Existing V-sign shall remain in place and undisturbed [SCI can perform one re-facing of the existing sign], even though a portion of which lies within the existing right of way. If SCI chooses to have a new sign constructed at some point in the future, it will have to be properly permitted through the Community Development Department at the City. When a permit is sought, all applicable codes will be in force and all facets of the sign, including but not limited to the footings/foundation, must be situated entirely outside of the existing right of way. SCI shall be responsible for all associated construction/permitting expenses and costs.
4. If SCI chooses to have the existing V-sign remain in its current location, SCI agrees to enter into an Encroachment and Indemnification Agreement (EIA) with the City in the same form as per Exhibit "F" attached hereto within thirty (30) days of the date of the last signature on this Agreement.
5. The City, its contractors, agents and employees shall not unreasonably interfere with any ongoing funeral service.
6. At all times while performing the work contemplated herein, the City shall require its contractors and agents to maintain the insurance coverage described in Exhibit "G" attached hereto.

Prepared by:

EXHIBIT "D"

Return to:

Property Appraisers Parcel I.D. Number:

THIS SPECIAL WARRANTY DEED Made the ____ day of ____, 2016 between:

ALDERWOODS (GEORGIA), LLC, a _____ company, whose mailing address is: 1929 Allen Parkway, 7th Floor, Houston, TX 77109, hereinafter called the Grantor,

to

_____, a _____ corporation whose mailing address is: _____, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" shall include the singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of limited liability companies and corporations, wherever the context so admits or requires)

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN AND 00/100's DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, sold and conveyed to said Grantee forever, the following described land located in the County of Duval, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

rel **AND** Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of the property described herein in fee simple; and Grantor does hereby bind Grantor, Grantor's successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise; and that said property is being transferred subject to all ~~items reflected on the survey~~, real property taxes for the year 2016 and subsequent years and existing conditions, restrictions, easements, restrictions and reservations.

[Signature on Following Page]

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in our presence:

ALDERWOODS (GEORGIA) LLC,
a _____ company

Witness signature
Print name:

By: _____
Michael L. Decell, Vice President

Witness signature
Print name:

EXHIBIT "E"

TEMPORARY CONSTRUCTION EASEMENT

**STATE OF GEORGIA
FULTON COUNTY**

THIS TEMPORARY CONSTRUCTION EASEMENT made and executed the ____ day of _____, 2017.

WHEREAS, the City of Sandy Springs in the County of Fulton, Georgia desires to improve the intersection of Sandy Springs Circle at Mt. Vernon Highway as part of the City Springs Roadway Improvements Project.

NOW, THEREFORE, for value received, Alderwoods (Georgia), LLC ("Alderwoods") does hereby grant to the City of Sandy Springs, GA, (the "City") the right to execute certain construction over and upon a portion of Alderwoods' land designated as temporary construction easement abutting on and adjacent to the right of way in such manner as the City and Alderwoods' have agreed to support or accommodate the improvements of said City Springs Roadway Improvements Project, including the right to slope the adjacent ground to tie in with the work activity involved with this project within the easement area shown colored green on the attached plat labeled Exhibit "A". Any sloping that will occur with the project will remain in place and the City will cease to maintain the slopes upon completion and final acceptance of the project by the City of Sandy Springs Public Works Department.

This easement becomes effective at the beginning of construction and will expire upon completion and final acceptance of said Project by the City of Sandy Springs Public Works Department but not later than two (2) years from the date of this Temporary Construction Easement.

We hereby warrant that we have the right to convey this Temporary Construction Easement.

In Witnesseth whereof, we have hereunto set our hands and seal the day above written.

Signed, Sealed and Delivered this ____ day of _____, 2016 in the presence of:

Alderwoods (Georgia), LLC

Witness

By: _____(L.S.)

Name:

Title:

NOTARY PUBLIC

{NOTARY SEAL}

EXHIBIT "F"

ENCROACHMENT AND INDEMNIFICATION AGREEMENT BETWEEN ALDERWOODS (GEORGIA), LLC AND THE CITY OF SANDY SPRINGS, GA

THIS AGREEMENT ("Agreement"), made this _____ day of _____, 2016, between ALDERWOODS (GEORGIA), LLC, whose mailing address is 1929 Allen Parkway, 7th Floor, Houston, TX 77019, its successors, affiliates and assigns (hereinafter "Indemnitor"), and the CITY OF SANDY SPRINGS, GEORGIA, a municipal corporation of the State of Georgia (hereinafter "City").

For good and valuable considerations, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1.

The City hereby grants the Indemnitor the following rights: a) the right to enter within a portion of the existing right of way as more specifically described in Exhibit "A" ("Sign ROW"), which is attached hereto and incorporated herein; b) the right to encroach into the existing right of way to maintain or to relocate the existing Sandy Springs Chapel's "V-Sign"; and c) the right to maintain and install landscaping as currently existing without City's approval or any new landscaping with City's approval.

2.

With respect to this Agreement, the Indemnitor shall maintain the Sign ROW in a manner which complies with all Federal, State, and Local Laws and Regulations governing landscaping and/or signs. The Indemnitor will at all times adhere to best management practice procedures to protect the environment and public motorists in connection with the maintenance of the Sign ROW. This is simply to insure that when any maintenance is performed that it is done with care and using the best management practices (BMP's) that articulate safety and also ensure that any

earthwork performed will not adversely affect the slope and wall that is there now. All contractors of various discipline must practice BMP's with their respective trades.....

3.

This Agreement shall commence on the date of execution hereof and shall continue in full force and effect unless and until it is terminated pursuant to the terms of this Agreement.

4.

The Indemnitor may terminate this Agreement by written notice to the City and upon such termination shall return the Sign ROW to a natural vegetative state.

5.

The Indemnitor's maintenance activities shall not adversely impact the existing right of way along Mt. Vernon Highway. The Indemnitor and/or Indemnitor's employees, agents or assigns shall perform all work in the Sign ROW in a good workmanlike manner and in compliance with all applicable governmental laws, ordinance and regulations.

6.

The City personnel and/or agents shall have free access to and across the existing right of way to perform routine maintenance and any emergency repairs to the existing drainage system in the existing right of way when needed to protect the health, safety and general welfare of the public.

7.

The Indemnitor shall be solely responsible for the maintenance, repair and replacement of the Sign ROW along Mt. Vernon Highway and the City grants the Indemnitor a right of access in order to carry out these obligations.

8.

Notwithstanding any other provisions, in the case of an emergency the City may immediately suspend or revoke the Agreement without notice in order to protect the health, safety and welfare of the public. In non-emergency situations, after providing at least 10 days' notice to the Indemnitor, the City may suspend or revoke the Agreement in order to carry out any necessary governmental function. In the event of the suspension or revocation of the Agreement for failure to meet any obligations under this Agreement, the Indemnitor must cure all defects specified by the City in its notice and within the times reasonably specified by the City. Failure on the part of the Indemnitor to cure any defects within the allotted time will be grounds for the City to terminate the Agreement. Alternately, the City may, but shall not be required to, cure any such defect at the sole cost and expense to the Indemnitor and assess all costs against the Indemnitor.

9.

The Indemnitor hereby agrees to indemnify the City and hold the City harmless from any and all damages which the City may suffer and from any and all liability, claims, penalties, forfeitures, suits, and costs, and expenses incidental to the granting of the Agreement and this Agreement (including cost of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws, regulations or orders caused solely by the negligent act, negligent omissions or willful misconduct of the Indemnitor(s), their employees, subcontractors, or assigns specifically related to the installation of the landscaping at the Sign ROW..

10.

The Indemnitor agrees to repair or replace in a manner acceptable to the City and/or the owner thereof any public utilities damaged by its employees or subcontractors during performance of this Agreement. At its election, the City may repair or replace the damaged utility and assess all costs against the Indemnitor.

11.

The Indemnitor shall obtain and furnish applicable insurance certificates to the City for the following amounts of insurance and the insurance shall be maintained in full force and effect during the life of the Agreement:

- (a) General Comprehensive Liability Insurance providing coverage for injuries to persons as well as damages to property in an amount not less than Five Hundred Thousand and 00/100 dollars (\$500,000).

12.

This Agreement shall be binding upon the Indemnitor, their assigns, affiliates, and successors and to the extent allowable by law, upon the City. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

13.

This Agreement may be recorded in the real property records of Fulton County, Georgia, and inure to all subsequent purchasers, transferees and assigns of the Indemnitor's business or interest, unless otherwise terminated according to the provisions set forth herein.

14.

In the event of any future widening or substantial construction activity to Mt. Vernon Highway, the Indemnitor agrees that any and all improvements that are installed within the Sign ROW will be subject to removal.

15.

All notices, consents, requests, demands or other communications to or upon the respective party shall be in writing and shall be effective for all purposes upon receipt, including, but not limited to (i) delivery by nationally recognized express or air courier or similar courier, or (ii) delivery by United States Postal Service certified or registered mail, postage prepaid and addressed as follows:

CITY: City of Sandy Springs
Director of Public Works
7840 Roswell Road
Building 500
Sandy Springs, GA 30350

WITH A COPY TO: City of Sandy Springs
Office of the City Attorney
7840 Roswell Road
Building 500
Sandy Springs, GA 30350

INDEMNITOR(S): Alderwoods (Georgia), LLC
Attn: Real Estate

1929 Allen Parkway, 7th Floor

Houston, TX 77019

WITH A COPY TO: Sandy Springs Chapel

136 Mt. Vernon Highway

Sandy Springs, GA 30328

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF SANDY SPRINGS, GEORGIA (City)

_____ Signature _____ Date

_____ Name

_____ Title

_____ City Clerk

[SEAL]

ALDERWOODS (GEORGIA), LLC (Indemnitor(s))

_____ Signature _____ Date

_____ Name

_____ Title

SWORN and SUBSCRIBED before me
this the _____ day of _____, 2016.

Notary Public

My Commission Expires: _____

{NOTARY SEAL}

EXHIBIT "G"

1. Statutory Workers' Compensation Insurance

(a) Employers Liability:

- ☐ *Bodily Injury by Accident - \$100,000 each accident*
- ☐ *Bodily Injury by Disease - \$500,000 policy limit*
- ☐ *Bodily Injury by Disease - \$100,000 each employee*

2. Comprehensive General Liability Insurance

(a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective

(b) Blanket Contractual Liability

(c) Blanket "X", "C", and "U"

(d) Products/Completed Operations Insurance

(e) Broad Form Property Damage

(f) Personal Injury Coverage

3. Automobile Liability

(a) \$1,000,000 limit of liability

(b) Comprehensive form covering all owned, non-owned and hired vehicles

4. Umbrella Liability Insurance

(a) \$1,000,000 limit of liability

(b) Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above

5. The City of Sandy Springs, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Contract in connection with liability of the City of Sandy Springs and their affiliated companies and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the City prior to execution of the contract. Such insurance is primary insurance and shall contain a Severability of Interest clause as respects each insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor's insurer(s) under this additional insured provision.

Certificate Holder should read: The City of Sandy Springs, 7840 Roswell Road, Building-500, Sandy Springs, Georgia 30350.

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT AN AGREEMENT TO PURCHASE REAL ESTATE
(RIGHT OF WAY) AND TEMPORARY CONSTRUCTION EASEMENT
ON PROPERTY LOCATED IN LAND LOT 89 OF THE 17th DISTRICT,
CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA**

WHEREAS, it is necessary, from time to time, to establish policies, procedures and guidelines consistent with the administration of a municipal government consistent with the US Constitution, Federal Statutes, alignment with Federal, Georgia's State Constitution, and the Charter for the City of Sandy Springs, and

WHEREAS, the City Manager directed the Department of Public Works to develop standard policies for recurring matters, to establish appropriate internal controls and legal compliance, and to provide for an efficient and effective means to serve constituents; and

WHEREAS, the Department of Public Works, in response to the guidance provided by the City Manager, has reviewed and approves the acceptance of an Agreement to Purchase Real Estate (Right of Way) and Temporary Construction Easement by the City of Sandy Springs for property located at 136 Mt. Vernon Highway, from Alderwoods (Georgia) LLC, in Land Lot 89 of the 17th District, Fulton County, City of Sandy Springs, Georgia

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA

To facilitate the construction of the City Center Roadway Improvements/Mt. Vernon Highway at Sandy Springs Circle Intersection Improvement Project on the subject property, the City approves the acceptance of the Agreement to Purchase Real Estate (Right of Way) and Temporary Construction Easement on property located in Land Lot 89 of the 17th District, Fulton County, City of Sandy Springs, Georgia.

RESOLVED this 21st day of March, 2017.

APPROVED:

Russell K. Paul, Mayor

Attest:

Michael Casey, City Clerk
(Seal)